

Oct 15 | 36 PM '03

P3  
P5

PREPARED BY AND RETURN TO:  
Memphis Title Company  
6465 Quail Hollow #300  
Memphis, TN 38120

BK 1849 PG 307  
M.E. DAVIS CH. CLK.

**MODIFICATION TO REAL ESTATE DEED OF TRUST, SECURITY AGREEMENT AND  
SUBSTITUTION OF COLLATERAL AGREEMENT**

THIS AGREEMENT is made and entered into this 30<sup>th</sup> day of September, 2003, by and among BOWDEN BUILDING CORPORATION, a Tennessee corporation (hereinafter referred to as "Debtor") and FIRST CITIZENS NATIONAL BANK (formerly MUNFORD UNION BANK) (hereinafter referred to as "Secured Party").

**RECITALS OF FACT**

The Debtor has heretofore executed its promissory note (the "Note") dated September 5, 2001, in the original sum of SIXTY THOUSAND AND NO/100 (\$60,000.00) DOLLARS payable to the order of FIRST CITIZENS NATIONAL BANK (formerly MUNFORD UNION BANK).

The Note is secured by a Real Estate Deed of Trust, Security Agreement dated the 5<sup>th</sup> day of September, 2001, executed by the Debtor to John S. Bomar, Munford, TN as Trustee for the benefit of FIRST CITIZENS NATIONAL BANK (formerly MUNFORD UNION BANK), covering certain real property in DeSoto County, Mississippi, said Deed of Trust being recorded in Book 1380, Page 797, in the Chancery Clerk's Office in DeSoto County, MS.

The parties hereto now desire to amend said Deed of Trust so as to release the lot which secures the Note, and to substitute in the place and stead one other lot within the subdivision, all in the manner hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

**AGREEMENTS**

1. The real parties hereby modify the Construction Deed of Trust to fully release the following described real property in DeSoto County, MS, as security for the indebtedness:

Lot 4, Section "A", First Revision, Lexington Crossing Subdivision, Section 2, Township 2 South, Range 6 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 74, Pages 48-52, in the Chancery Clerk's Office, DeSoto County, Mississippi, to which plat reference is hereby made for a more particular description of said property.

and substitute in the place and stead the following described real property in Shelby County, Tennessee:

Lot 88, Section "B", Lexington Crossing Subdivision, Section 2, Township 2 South, Range 6 West, in DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 78, Page 32, in the Chancery Clerk's Office of DeSoto County, Mississippi, to which plat reference is hereby made for a more particular description of said property.

2. It is expressly understood and agreed that the Note shall continue as evidence of said indebtedness until the same is paid. The lien of the aforementioned Deed of Trust shall be in no manner whatsoever affected by the execution of this instrument, except as to the substitution of collateral as described herein. At the

request of the Debtor, a memorandum shall be placed on the Note showing that it has been modified in accordance with the terms and provisions hereof.

3. All of the undersigned do hereby consent and agree to the terms and provisions hereof.

WITNESS the respective signatures and seals of the undersigned parties on the day and year first above written.

**BOWDEN BUILDING CORPORATION**

By: *Jeff Sweeney*  
**Jeff Sweeney, President**

**FIRST CITIZENS NATIONAL BANK**  
 (Formerly MUNFORD UNION BANK)

By: *Mitchell R. Higdon*  
*Executive Vice President*

STATE OF TENNESSEE  
 COUNTY OF SHELBY

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Jeff Sweeney, with whom I am personally acquainted and who, upon oath, acknowledged himself to be the President of Bowden Building Corporation, the within named bargainer, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such President.

WITNESS my hand, this \_\_\_\_ day of \_\_\_\_\_, 2003.

\_\_\_\_\_  
 Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF TENNESSEE  
 COUNTY OF ~~SHELBY~~ Tipton

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Mitchell R. Higdon, with whom I am personally acquainted, and who, upon oath, acknowledged himself/herself to be Exec VP of FIRST CITIZENS NATIONAL BANK (formerly MUNFORD UNION BANK), the within named bargainer, a corporation, and that he/she as such Exec VP, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself/herself as such Exec VP.

WITNESS my hand, this 6<sup>th</sup> day of October

*Laura Wilber*  
 Notary Public

My Commission expires: 4-20-04